

11 Oct 1985

Following are the text of Dean of the Faculty A. Michael Spence's statement on this week's CIA-funded conference and the text of a letter from Professor Nadav Safran to *The Crimson*. Both were received Friday.

Spence Statement

This statement concerns the circumstances surrounding the conference on "Islam and Politics in the Contemporary Muslim World" to be held at the Center for Middle Eastern Studies next week. On October 2, I received a letter from Professor Nadav Safran informing me of the conference, and I became concerned that the manner of sponsorship—specifically that Professor Safran was to receive \$45,700 through a personal contract from the Central Intelligence Agency which he in turn would pass on to the CMES—might conflict with several important University policies associated with support for research and similar activities, such as conferences. Chief among my concerns was the possible appearance of an effort to conceal the initial source of funding for the conference.

On October 9, I met with Professor Safran and asked for his written response to a number of questions. Although it is he who is personally receiving the funds from the sponsor, the conference utilizes Harvard's name and facilities. Therefore, I take the view that the funds are in effect a grant to the institution, and that our normal policies apply.

Professor Safran has responded to my inquiries and assured me that he is under no obligation to conceal the original source of funds, that the conceptual framework and content of the conference were developed by him with no more than the usual advisory interaction with the sponsor, that the papers to be discussed at the conference are currently publicly available on reserve in the Harvard College Library, and that he is free to and intends to publish the results of the conference.

Professor Safran explained that his reason for structuring the funding as he did was to avoid what he believed were excessive costs associated with flowing the proposal through the proper University channels.

Based on the above, I have concluded that Professor Safran erred in not following the relevant rules in regard to sponsored projects, and I believe he agrees with that conclusion. He has told me he plans to inform all the participants of the source of funding. With that understanding, I have concluded that the conference should proceed because the sponsor can be disclosed publicly and because the project does not appear to have been subject to inappropriate terms and conditions.*

I should emphasize here that the fact that the CIA is the sponsor of the conference is not an issue. The University has no prohibition on accepting sponsored-project support from any government agency as long as the terms and conditions associated with the support are consistent with policies established to protect academic freedom and institutional priorities. I will ask for a full accounting of the costs of the conference so that the University can be assured that all the costs, including indirect costs, are identified and funded appropriately.

A. Michael Spence
Dean of the Faculty
of Arts & Sciences
Harvard University

*I draw your attention to the Report of the Committee on Relationships between the Harvard Community and United States Intelligence Agencies, May 1977, which was approved by the President of Harvard. That report recommends that "Harvard may enter into research contracts with the CIA provided that such contracts conform with Harvard's normal rules governing contracting with outside sponsors and that the existence of a contract is made public by University officials."

Safran Letter

The following letter to *The Crimson* was dated Thursday, the same day the newspaper ran its initial account of Professor Safran's handling of CIA funds for next week's Center for Middle Eastern Studies (CMES) conference.

The Editor
The Harvard Crimson
Dear Kids:

When will you grow up?

I tried, against the odds of my past experience, to put before your reporter a simple proposition:

(1) I conceived an interesting idea for a CMES conference about an intellectually compelling subject.

(2) As CMES proceeded with the preparations, I sought and obtained funds from the CIA, as an "independent contractor" which would permit me to reimburse CMES for the expenses incurred by it.

That simple proposition never came across in your story—instead, there was the usual dose of misinformation, sensationalism, innuendos, etc.

Have fun, children.

Yours sincerely,
Nadav Safran
Director, Center for
Middle Eastern Studies

The Harvard Crimson

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CAMBRIDGE, MASS., SATURDAY, OCTOBER 12, 1985

TWENTY CENTS

Prof Gave CIA Censorship Rights on Book

•Spence Rules On 1st Grant •Safran May Have Violated Harvard Research Principles

By CHRISTOPHER J. GEORGES and MICHAEL W. HIRSCHORN

Dean of the Faculty A. Michael Spence said yesterday that Director of the Center for Middle Eastern Studies Nadav Safran "erred" and violated University regulations in failing to report a \$45,700 grant he received from the Central Intelligence Agency last spring.

"I have concluded that Professor Safran erred in not following the relevant rules in regard to sponsored projects, and I believe that he agrees with this conclusion," Spence said in a statement released late yesterday afternoon.

Safran accepted the grant to (continued on page 6)

By CHRISTOPHER J. GEORGES and MICHAEL W. HIRSCHORN

In what may be a violation of longstanding University policy, a Harvard professor gave the Central Intelligence Agency the right to preview and censor a book on Saudi Arabia after receiving a \$107,430 CIA grant to help finance his research, according to documents obtained by The Crimson.

The documents include a CIA contract dated May 7, 1982, in which Nadav Safran, director of the Center for Middle Eastern Studies, signed an agreement "to reserve the Government's right to review and approve any and all intended publications resulting from Agency-funded research efforts."

Safran's work, entitled "Saudi Arabia: The Ceaseless Quest for Security," was published last month by Harvard University Press.

According to longstanding policies designed to protect the freedom of academic research, Harvard as an institution refuses all contracts which would allow a prospective sponsor the right to edit or censor research results before they are published.

Harvard has been unusually vigorous, especially in recent years, in fighting attempts by government funding sources which have proposed classifying or otherwise altering research by University affiliates.

(continued on page 6)

CONTRACT - ORDER		INFORMATION MUST APPEAR ON ALL ORDERS AND ORDERS MUST BE SENT TO: C.I.A. 82-8738300-000 13 April 1982	PAGE 1 OF 1
This contract is entered into at the date above, by and between the United States of America, hereinafter called the Government, and the Contractor, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver the results and services on time and in accordance with the terms and conditions of this contract.			
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Above and below are excerpts from contracts between the Central Intelligence Agency and Harvard professor Nadav Safran. The spring 1982 contracts, copies of which were obtained by The Crimson, show that in receiving a \$107,430 research grant for a book on the Middle East, Safran granted the CIA the right to review and censor the manuscript in possible violation of University research rules.

Contract No. 81-8738,00-000
Amendment No. 1

Page-2

D. Clause E. Professional Publications:

Clause E, of the subject contract is consistent with standard Agency practice to reserve the Government's right to review and approve any and all intended publications resulting from Agency-funded research efforts.

Spence Rules on First Grant

(continued from page 1)
fund a conference set for next week on Islam and Muslim politics and sponsored by the Center for Middle Eastern Studies.

Spence said that the conference should proceed as planned provided that Safran inform all participants of the source of the funding.

Safran, Albertson Professor of Middle Eastern Studies in the Government Department, said earlier this week that he avoided paying Harvard a percentage of the \$45,700 CIA grant because he received the grant "as an individual" and not on behalf of the Center for Middle Eastern Studies.

"I did not do it through the center because of the 60 percent...and because of all the red tape," Safran said earlier this week.

The 60 percent figure refers to the 66 percent surcharge the faculty tacks on to portions of research contracts with outside sponsors.

The money is used to pay for indirect costs, which include use of Harvard facilities, depreciation on buildings and equipment, and interest on borrowed funds.

Faculty rules requires professors to pay Harvard for these indirect costs, which generally amount to about 40 percent of the total sponsored research contract, according to Candance Corvey, director of the Office for Sponsored Research.

"Although it is he [Safran] who is personally receiving the funds from the sponsor, the conference utilizes Harvard's name and facilities. Therefore I take the view that the funds are in effect a grant to the institution, and that our normal policies apply," Spence said.

The Spence statement does not mention any punishment against Safran for violating University guidelines, and it is unclear what kind of disciplinary action, if any, Spence could have taken against the professor.

The letter did not make reference to reports in The Crimson and The Boston Globe yesterday that Safran two years ago accepted another CIA grant totalling \$107,430 to help research a book on Saudi Arabia. The book, published last month by Harvard University Press, mentioned two other sources of funding but not the CIA.

And according to documents obtained yesterday by The Crimson, Safran granted the CIA the right to preview and censor his research on Saudi Arabia before it was published (see story page one).

Spence's statement did not say whether the dean has now concluded his investigation of Safran. But Vice President for Government and Community Affairs John Shattuck said the \$107,430 grant "is and will be a subject of an inquiry that Dean Spence is conducting."

Though Spence's letter implies that Safran will have to pay Harvard a portion of the \$45,700 grant, it does not explicitly say whether he asked Safran to pay the University any money.

But Spence said he will request a "full accounting of the costs of the conference so that the University can be assured that all the costs, including indirect costs, are identified and funded appropriately."

While Safran said on Thursday that he "was at fault in not informing the University that we are holding the

conference," he added that "there is no attempt to cheat the University out of any money, but it is a convenient way of getting funding for the center with no strings attached."

Safran said he informed the University of the source of the conference's funding last month.

But officials with the Office of Sponsored Research said earlier this week that they have no record of any communication from Safran informing them of the CIA conference grant. And Spence said in his statement that he first heard of the conference on October 2, when he received a letter from Safran.

Harvard officials said that the fact of CIA sponsorship was not of unusual concern, since the CIA is one of numerous federal agencies which grant Harvard millions of dollars in

research money each year.

"The University has no prohibition on accepting sponsored-project support from any government agency as long as the terms and conditions associated with the support are consistent with policies established to protect academic freedom and institutional priorities," Spence said.

The CIA sponsored conference, scheduled for the Faculty Club next Tuesday and Wednesday, will draw about 90 prominent Middle Eastern scholars from around the world. The conference will be off-the-record and closed to the public, but the results of the meeting will eventually be published, Safran said.

Spence also said that papers which will be discussed at the conference are currently on reserve in the Harvard College Library.

Crimson Files Complaint Against Professor Safran

The Crimson yesterday filed a formal protest with the University charging that Nadav Safran, director of Harvard's Center for Middle Eastern Studies, threatened and abused a Crimson editor.

Safran reportedly told Executive Editor Christopher J. Georges '86 three times Thursday night, "I will kick your butt." Georges was investigating Safran's handling of a

total of about \$150,000 in grants from the CIA.

A. Michael Spence, dean of the Faculty of Arts and Sciences, yesterday acknowledged the complaint and said he would issue a response to The Crimson.

Safran refused comment last night. Crimson President Jeffrey A. Zucker '86 refused comment yesterday.

Safran May Have Violated Policy

(continued from page 1)

As opposed to restrictions against controls on research accepted by Harvard as an institution, University guidelines do not prohibit pre-publication review of contracts between government agencies and individual professors.

However, Vice President for Government and Community Affairs John Shattuck, who has led Harvard lobbying efforts against proposed government controls, said yesterday that the University does not approve of pre-publication review in "a contract with a researcher who is doing research under the aegis of Harvard University."

At least a portion of the research for Safran's book was conducted at Harvard, and one researcher who worked on the book for more than three years told *The Crimson* that his salary was paid by Harvard for part of that time.

Shattuck said he was unfamiliar with the May 7, 1982 document obtained by *The Crimson*, and would not comment on the propriety of Safran's contract with the CIA.

The book contract "is and will be a subject of an inquiry that Dean Spence is conducting," Shattuck said, referring to an ongoing investigation by A. Michael Spence, dean of the Faculty of Arts and Sciences.

Spence could not be reached yesterday for comment on the \$107,430 CIA research grant. But in a statement yesterday, Spence said that Safran had "erred" in failing to report to Harvard officials a separate CIA grant for \$45,700 which Safran received for a conference next week on Middle Eastern politics. (see accompanying story)

While Safran has acknowledged receiving the CIA grant for the conference, he has declined to discuss the CIA grant for the book. The book's preface notes two funding sources—the Rockefeller Foundation and the Rand Corporation—but does not mention the CIA grant.

Asked last night to address whether he violated Harvard guidelines in granting the CIA pre-publication review rights, Safran said he would not comment to *The Crimson* because "I do not trust you to report me accurately." Safran said he would charge *The Crimson* with harassment and would call the police if the newspaper persisted in seeking comment from him.

CIA spokesmen have refused to comment on or even confirm either grant to Safran.

Though one source familiar with the book said there was no reason to believe that the CIA had altered Safran's manuscript, it could not be determined yesterday whether the CIA had in fact exercised its contractual rights to review or change any portion of Safran's book.

Among the issues left unresolved in light of revelations about CIA funding for Safran's book is the

degree to which Safran's research was conducted "under the aegis of Harvard University." Also left open is the question of whether Safran was aware of the seeming conflict between his contractual agreement and University policy.

Though it is unclear what type and degree of research might constitute work done under "the aegis" of the University, it is clear that at least some portion of the work was conducted on Harvard property and by aides paid out of University coffers.

Gary Samore, a former graduate student credited by Safran in the book's preface, said he was paid by Harvard during the time he worked as a research assistant for Safran's book.

(Samore was quoted in yesterday's *Crimson* as saying he was unaware that Safran's research was being funded by the CIA. He said yesterday, however, that he was aware of the CIA grant, calling his previous statement the result of a misunderstanding.)

In addition, Safran's original April 13, 1982 contract with the CIA, a copy of which was obtained by *The Crimson*, specified that "the principal place of performance shall be the contractor's [Safran's] facility located at Harvard University in Cambridge, Massachusetts."

In an amendment to the April 13, 1982 contract dated May 7, 1982, the clause specifying location was changed to include Safran's home address: "This clause is modified to reflect that the contractor's home office, in Brookline, Massachusetts and his office at Harvard University, Cambridge, Massachusetts will be the principal places of performance."

The latter document does not mention the CIA, referring only to the "Agency" and the "Government." The document is signed by an administrative contracting officer and the return address is a post office box in Washington, D.C.

However, the document bears the same contract number as the original April 13 agreement, which notes clearly that the contract was prepared by the CIA.

It is unclear whether the contract's mention of Harvard University as a location for the research and Samore's receipt of a Harvard salary for work on the Safran book means that Safran's work comes under University guidelines.

Officials at the Office for Sponsored Research, which catalogues government contracts conducted through the University, said they had no record of Safran's May 17, 1982 contract with the CIA.

However, Patricia Benfari, an official in the office, said professors are not necessarily expected to tell the office about individual contracts with government agencies. Another official said that contracts for books do not fall under the purview of the sponsored research officials.

Dean of the Division of Applied Sciences Paul C. Martin '52, a member of the committee which monitors faculty adherence to Harvard research principles, said when read passages from the CIA book contract last night that he could not tell if Safran's work violated University guidelines on conflict of interest for sponsored research.

One of those principles which appears to pertain to Safran's book contract was established by the Faculty of Arts and Sciences in 1970. It reads: "...a co-author of a paper might have professional commitments which require prior clearance with his employer before submission for publication. A Harvard scholar could accept this personally as a condition of his co-authorship without violating this provision."

"On the other hand," the document continues, "a provision in a research agreement which required as a matter of legal right that prior permission for publication be secured from a sponsor would be unacceptable."

The section concludes: "The individual may, at his own discretion, accept conditions from collaborators which the University should not agree to in its institutional capacity. In such an instance, however, the individual may find it desirable to consult with his Department Chairman or Dean on the appropriateness of his agreeing to such conditions."

Professor of Government John D. Montgomery, the Department's chairman at the time Safran signed the contract, said Safran did not tell him or ask his approval before signing the CIA contract.

Geyser University Professor Henry Rosovsky, who was dean of the Faculty of Arts and Sciences at the time, refused to comment on the matter.

Aware?

Beyond the question of whether Safran's individual acceptance of a CIA contract including pre-publication rights might have violated Harvard rules, it could not be determined for certain whether Safran was aware of the University rules to begin with.

Joel Goodfader, a local entrepreneur and businessman who said he worked on the book for Safran during the winter and spring of 1983, said he saw a copy of the contract granting the CIA pre-publication review rights.

"I had access to that document and saw it," Goodfader said in an interview yesterday. "It looked like a standard contract."

Goodfader, who said Safran paid him out of personal funds and not out of Harvard accounts, said he does not believe that Safran "willfully" violated University guidelines. He said he does not believe Safran had read "the fine print" in the CIA contract.